

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DE LAGE LANDEN FINANCIAL
SERVICES, INC.

Plaintiff

v.

DIGITAL PARTNERS OF ARKANSAS, INC.
F/K/A RALPH CROY & ASSOCIATES, INC.

Defendant

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No. 02-CV-4877

Judge DuBois

PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

Plaintiff, De Lage Landen Financial Services, Inc. ("DLL"), hereby submits its proposed findings of fact and conclusions of law at the request of the Court following trial on November 1, 2004 and entry of judgment in DLL's favor:

Proposed Findings of Fact

1. DLL is a Michigan corporation with a corporate headquarters at 1111 Old Eagle School Road, Wayne, Chester County, Pennsylvania.
2. DLL is in the business, inter alia, of financing leased office equipment.
3. Defendant, Digital Partners of Arkansas, Inc. f/k/a Ralph Croy & Associates, Inc., is an Arkansas corporation. Defendant admitted in paragraph 3 of its Answer to DLL's Complaint that Digital Partners of Arkansas, Inc. is formerly known as Ralph Croy & Associates, Inc.
4. On or about September 2, 1999, Croy Print Shop executed lease number 24311848 ("Lease A") with DLL for certain equipment referred to therein. Lease "A" was admitted into evidence without objection as part of Plaintiff's Exhibit 1.

5. Lease A obligated Croy Print Shop to make sixty (60) equal monthly payments in the minimum amount of \$2080.05, after which time it was required to return the leased equipment.

6. As a condition of entering into Lease A, DLL required that Defendant guarantee the performance of the Lease obligations. The Cross-Corporate Guaranty was admitted into evidence without objection as part of Plaintiff's Exhibit 1.

7. On or about November 27, 2000, Defendant executed lease number 24369295 ("Lease B") with DLL for certain equipment referred to therein. Lease B was admitted into evidence without objection as part of Plaintiff's Exhibit 2.

8. Lease B obligated Defendant to make thirty-six (36) equal monthly payments in the minimum amount of \$2424.00, after which time it was required to return the leased equipment.

9. On or about March 21, 2001, Defendant executed lease number 24387421 ("Lease C") with DLL for certain equipment referred to therein. Lease C was admitted into evidence without objection as part of Plaintiff's Exhibit 3.

10. Lease C obligated Defendant to make thirty-six (36) equal monthly payments in the minimum amount of \$446.76, after which time it was required to return the leased equipment.

11. On or about April 3, 2001, Defendant executed lease number 24388507 ("Lease D", collectively with Leases A, B and C, the "Leases") with DLL for certain equipment referred to therein.

12. Lease D obligated Defendant to make thirty-six (36) equal monthly payments in the minimum amount of \$2863.00, after which time it was required to return the leased equipment.

13. Payments to DLL under Lease A, guaranteed by Defendant, went into default.

14. Defendant defaulted in payments under Leases B, C and D.

15. During Trial, DLL's witness, Jake Hornung ("Hornung"), Litigation Specialist with responsibility for Defendant's file, testified that he reviewed the allegations of the Complaint and found them to be true and correct.

16. The Leases provide that upon default, monies due thereunder shall bear interest at the rate of 18% per annum from the date of default until paid. (See Plaintiff's Exhibits 1 through 4.)

17. The Leases provides that Defendant shall pay all costs incurred and reasonable attorneys' fees. (See Plaintiff's Exhibits 1 through 4.)

18. During Trial, Hornung testified that the Summary of Damages presented to the Court and attached hereto as Exhibit "A" is a true and correct summary of the balances due to DLL from Defendant pursuant to Count I of the Complaint and Defendant's obligations under the Leases.

Proposed Conclusions of Law

1. Jurisdiction and venue over DLL's claims against Defendant are proper in this Court.

2. Defendant is in default under the terms of the Leases and is in breach of its obligations thereunder.

3. As a result of its breach, Defendant is liable to DLL in the amount of \$334,536.62, which represents principal due of \$222,152.45, interest for 964 days at 18% per annum totaling \$105,610.67, attorneys' fees of \$6623.50 and court costs of \$150.00.

4. DLL's attorneys' fees of \$6623.50, as set forth in its Amended Affidavit in Support of Attorneys' Fees Incurred filed with the Court on November 1, 2004, are reasonable.

DATE: 11/2/04

FLAMM, BOROFF & BACINE, PC

By: 

ROBERT E. WALTON

ROBERT R. WATSON, JR.

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Attorneys for Plaintiff

**De Lage Landen Financial Services, Inc. v. Digital Partners of Arkansas, Inc. f/k/a
Ralph Croy & Associates, Inc.**

E.D. Pa. 02-CV-4877

Summary of Damages

Principal due per Complaint	\$222,152.45
Interest from March 11, 2002 default date (per Complaint) (\$222,152.45 x .18 x 964/365 days)	\$105,610.67
Attorneys' fees per Complaint	\$6623.50
Costs	<u>\$150.00</u>
	<i>total</i> \$334,536.62



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No. 02-CV-4877

Judge DuBois

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was
served via First Class Mail, postage prepaid, at Defendant's last known address:

Digital Partners of Arkansas, Inc.
6204 Dividend Street
Little Rock, AR 72209

FLAMM, BOROFF & BACINE, PC

DATE: 11/2/04

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